

OFFEROR SUBMISSION
PACKAGE

SOLICITATION: SP0600-99-B-5000

THE ENCLOSED SOLICITATION COVERS THE PERIOD 01 MAY 1999
THROUGH 30 APRIL 2001

INSTRUCTIONS:

1. The original and one copy of the completed package must be returned to:

ATTN: BID CUSTODIAN, DESC-PCC ROOM 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

All documents to be completed and returned are contained in the Offeror Submission Package.

☒ Standard Form 1449,

☒ All applicable fill-in clauses

☒ Price Data Sheet, upon which you will submit your bid prices, as follows:

☒ FOB Destination, Small Disadvantaged Businesses Only, DESC Form 2.16.

☒ FOB Destination Bids Only, DESC Form 2.18

☒ DD2051-Request for Cage Code, if required

2. Be sure to check your offered prices for accuracy and legibility prior to submission. Initial all changes and sign and date the Standard Form 1449. **All bids must be in actual dollars per gallon (e.g. \$0.0000). NOT price differentials.**

3. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your bid unless clearly stated herein.

4. Base Reference Prices for **26 OCTOBER 1998** can be found in Attachment 1 to this Offeror Submission Package.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-99-0225 & 0226		PAGE 1 OF 148	
2. CONTRACT NUMBER		3. AWARD/EFFECT. DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-B-5000	
6. SOLICITATION ISSUE DATE 11 DEC 1998		7. FOR SOLICITATION INFORMATION CALL: a. NAME LEONARD LAMM		b. TELEPHONE NUMBER (no collect calls) (703) 767-9532		8. OFFER DUE DATE/ LOCAL TIME 12 JAN 99 @ 1:00 PM	
9. ISSUED BY CODE DESC-PLB DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: LEONARD LAMM /PLB PHONE: (703) 767-9532 PP 3.25				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
				12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY CODE SEE BLOCK 9	
17a. CONTRACTOR / OFFEROR CODE FACILITY CODE TELEPHONE NO. FAX NO.				18a. PAYMENT WILL BE MADE BY CODE See Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998), G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997), & G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997).			
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CF0 01 26.1 S33150			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [] ARE NOT ATTACHED. [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.					
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN [] COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAY B. BONE			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	
37. CHECK NUMBER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
40. PAID BY				42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
42c. DATE REC'D (YY/MM/DD)				42d. TOTAL CONTAINERS			

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B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

- (a) **WARRANTIES.** The Contractor warrants that--
- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.
- (b) **DEFINITIONS.** As used throughout this clause, the term--
- (1) **Base price** means--
- (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (2) **Base reference price** means the preselected reference price for an item as published on 26 OCT 1998. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.
- (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
- (4) **Date of delivery** means--
- (i) **FOR TANKER OR BARGE DELIVERIES.**
- (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
- (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
- (ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.
- (5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.
- (c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.
- (1) **DAY OF PUBLICATION.**
- (i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.
- (ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.
- (2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.
- (i) If averages are published within a given publication, then these averages will be used.
- (ii) If averages are not available within a given publication, manually calculated averages will be used.
- (3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--
- (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--
- the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.
- (4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

B19.19 CONT'D

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS-Oil Price Information Service Pad Reports-Average price for the city and product(s) noted (use for Gasolines-Clear, Oxygenated, and Reformulated; No. 2 Low and High Sulfur, and No. 1 Low Sulfur).

PLATT's -Platt's Oilgram Price Report-Five Day Rolling Average Table **5 Days Ending on Friday.** The average of the high and low price for the location and product noted (Residual).

(DESC 52.216-9F27)

REGION 5

PETROLEUM MARKET AREAS

State

Counties

Illinois

- A. Boone, Bureau, Carroll, Cass, Champaign, Christian, Clark, Coles, Cook, Crawford, Cumberland, De Witt, Dekalb, Douglas, Dupage, Edgar, Effingham, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jasper, Jo Daviess, Kane, Kankakee, Kendall, Knox, La Salle, Lake, Lee, Livingston, Logan, Macon, Marshall, Mason, McDonough, McHenry, McLean, Menard, Mercer, Morgan, Moultrie, Ogle, Peoria, Piatt, Putnam, Rock Island, Sangamon, Schuyler, Shelby, Stark, Stephenson, Tazewell, Vermilion, Warren, Whiteside, Will, Winnebago, Woodford
- B. Adams, Bond, Brown, Calhoun, Clay, Clinton, Edwards, Fayette, Greene, Jefferson, Jersey, Lawrence, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Pike, Randolph, Richland, St. Clair, Scott, Wabash, Washington, Wayne
- C. Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Johnson, Massac, Pope, Pulaski, Saline, Union, White, Williamson

Iowa

All

Michigan

- A. Alger, Baraga, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Marquette, Menominee, Ontonagon, Schoolcraft
- B. Alcona, Alpena, Antrim, Arenac, Bay, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Emmet, Genesee, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Iosco, Isabella, Jackson, Kalkaska, Lapeer, Lenawee, Livingston, Luce, Mackinac, Macomb, Midland, Missaukee, Monroe, Montmorency, Oakland, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, St. Clair, Sanilac, Shiawassee, Tuscola, Washtenaw, Wayne
- C. Allegan, Barry, Benzie, Berrien, Branch, Calhoun, Cass, Eaton, Grand Traverse, Ionia, Kalamazzo, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, Wexford

Minnesota

- A. Anoka, Benton, Big Stone, Blue Earth, Brown, Carver, Chippewa, Chisago, Cottonwood, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Isanti, Jackson, Kanabec, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Otter Tail, Pine, Pipestone, Pope, Ramsey, Redwood, Renville, Rice Rock Scott, Sherburne, Sibley, Stearns, Steele, Stevnes, Swift, Todd, Traverse, Wabasha, Waseca, Washington, Watonwan, Wilkin, Winona, Wright, Yellow Medicine
- B. Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook Crow Wing, Hubbard, Itasca, Kittson, Koochiching, Lake, Lake of the Woods, Mahnommen, Marshall, Norman, Pennington, Polk, Red, Roseau, Saint Louis, Wadena

Wisconsin

- A. Brown, Calumet, Door, Florence, Fond Du Lac, Forest, Kewaunee, Langlade, Manitowoc, Marinette, Menominee, Milwaukee, Oconto, Oneida, Outagamie, Ozaukee, Shawano, Sheboygan, Vilas, Washington, Waukesha, Waupaca, Winnebago
- B. Adams, Clark, Jackson, Juneau, La Crosse, Lincoln, Marathon, Monroe, Portage, Taylor, Vernon, Wood
- C. Columbia, Crawford, Dane, Dodge, Grant, Green, Green Lake, Iowa, Jefferson, Kenosha, Lafayette, Marquette, Racine, Richland, Rock, Sauk, Walworth, Waushara
- D. Ashland, Barron, Bayfield, Buffalo, Burnett, Chippewa, Douglas, Dunn, Eau Claire, Iron, Pepin, Pierce, Polk, Price, Rusk, St. Croix, Sawyer, Trempealeau, Washburn

<u>Gasolines</u>		
<u>State</u>	<u>Market Area</u>	<u>Escalation Reference</u>
Illinois	A	OPIS Chicago
	B	OPIS St. Louis, MO
	C	OPIS Cape Girardeau, MO
Iowa	ALL	OPIS Des Moines
Michigan	A	OPIS Milwaukee, WI
	B	OPIS Detroit
	C	OPIS Chicago, IL
Minnesota	A	OPIS Minneapolis
	B	OPIS Duluth
Wisconsin	A	OPIS Milwaukee
	B	OPIS Junction City
	C	OPIS Chicago, IL
	D	OPIS Minneapolis, MN

***NOTES:**

CLEAR/OXYGENATED GASOLINE

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

- a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- b) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

- a) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- c) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- d) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

RVP REQUIREMENTS FOR GASOLINE

REGION 5

- a) **OPIS St. Louis, MO**--All regular, midgrade and premium unleaded gasoline items in the following Illinois Counties: **Madison, Monroe, and St. Clair** should switch to the 7.0 RVP gasoline reference the 1st Monday in May or when the 7.0 RVP gasoline reference first becomes available and use the 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.
All other gasoline items using the OPIS St. Louis, MO reference should use the 9.0 RVP price at all times.
- b) **OPIS Detroit, MI**— All regular, midgrade and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Illinois</u>	A	OPIS Chicago Low Sulfur
	B	OPIS St. Louis, MO Low Sulfur
	C	OPIS Cape Girardeau, MO Low Sulfur
<u>Iowa</u>	ALL	OPIS Des Moines Low Sulfur
<u>Michigan</u>	A	OPIS Milwaukee, WI Low Sulfur
	B	OPIS Detroit Low Sulfur
	C	OPIS Chicago, IL Low Sulfur
<u>Minnesota</u>	A	OPIS Minneapolis Low Sulfur
	B	OPIS Duluth Low Sulfur
<u>Wisconsin</u>	A	OPIS Milwaukee Low Sulfur
	B	OPIS Junction City Low Sulfur
	C	OPIS Chicago, IL Low Sulfur
	D	OPIS Minneapolis, MN Low Sulfur

* NOTE: Applies to DF-1, Kerosene 2-K, FS1 (Burner Oil), HS1, DL-1, Kerosene 1-K, LS1, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Illinois</u>	A	OPIS Chicago
	B	OPIS St. Louis, MO
	C	OPIS Cape Girardeau, MO
<u>Iowa</u>	ALL	OPIS Des Moines
<u>Michigan</u>	A	OPIS Milwaukee, WI
	B	OPIS Detroit
	C	OPIS Chicago
<u>Minnesota</u>	A	OPIS Minneapolis
	B	OPIS Duluth
<u>Wisconsin</u>	A	OPIS Milwaukee
	B	OPIS Junction City
	C	OPIS Chicago, IL
	D	OPIS Minneapolis, MN

* NOTES: Applies to DF2, FS2 (Burner Oil), HS2

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Illinois</u>	A	OPIS Chicago
	B	OPIS St. Louis, MO
	C	OPIS Cape Girardeau, MO
<u>Iowa</u>	ALL	OPIS Des Moines
<u>Michigan</u>	A	OPIS Milwaukee, WI
	B	OPIS Detroit
	C	OPIS Chicago
<u>Minnesota</u>	A	OPIS Minneapolis
	B	OPIS Duluth
<u>Wisconsin</u>	A	OPIS Milwaukee
	B	OPIS Junction City
	C	OPIS Chicago, IL
	D	OPIS Minneapolis, MN

*** NOTES: Applies to DL2, DLS, LS2, LSS**

C16.69 SPECIFICATIONS (DESC SEP 1998)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product which complies with the more stringent requirement. Product which fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

C16.69 CONT'D

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule", published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTRACT OF 0.05 WEIGHT PERCENT.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

C16.69 CONT'D

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.

(ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975 as shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel fuel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 applies.

C16.69 CONT'DNATIONAL STOCK NUMBERPRODUCT NOMENCLATURE

9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or state/local environmental requirements, whichever is more stringent.

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>		<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100 ⁰ F (38 ⁰ C) min

NOTES:

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

C16.69 CONT'D

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or state/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-IT, ROOM 2834
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J. KINGMAN RD., SUITE 4950
 FORT BELVOIR, VA 22060-6222

Offeror's EPA Identification Number: _____

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(f) **KEROSENE.** ASTM D 3699 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>SULFUR CONTENT</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

NOTE: As of July 1, 1998, No. 1-K and No. 2-K Kerosene are taxable upon removal from the terminal unless the kerosene is indelibly dyed or used for military jet fuel. The definition of kerosene is provided in 26 CFR Section 48.4081-1.

C16.69-5 SPECIFICATIONS (CONT'D) (REGION 5) (DESC DEC 1995)

(a) **GASOLINE OXYGENATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The requirements for oxygenated gasoline shown below are based on information published by the Environmental Protection Agency (EPA) in the Federal Register dated November 6, 1991 and information published by the Minnesota Department of Public Services and are subject to change before or during the contract performance period.

C16.69-5 CONT'D

(1) BEFORE OCTOBER 1, 1997

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
MINNESOTA COUNTIES	Year Round	2.7 Wt%
Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright		

(2) AFTER SEPTEMBER 30, 1997

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
MINNESOTA (entire state)	Year Round	2.7 Wt%

(b) **GASOLINE REFORMULATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to Federal regulations for oxygen content. The requirements compiled below are based on information published by the EPA in the Federal Register dated February 16, 1994, the Illinois EPA, and the Wisconsin Department of Natural Resources and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS COUNTIES	Year Round	2.0 Wt%
Cook, Du Page, Kane, Lake, McHenry, Will		
ILLINOIS TOWNSHIPS	Year Round	2.0 Wt%
Aux Sable, Gooselake (located within Grundy County), Oswego (located within Kendall County)		
WISCONSIN COUNTIES	Year Round	2.0 Wt%
Kenosha, Milwaukee, Ozaukee, Racine, Washington, Waukesha		

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES
(PC&S/COAL) (DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

F3 CONT'D

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DFSC JUN 1997)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company _____

State(s) in which transporter
is authorized to operate _____

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

G9.06 CONT'D

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up). Leave blank if check is to be mailed.

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting the data points from the frequency table.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

[illegible]

(DO NOT EXCEED 153 CHARACTERS)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DFSC OCT 1997)

(a) This clause does not apply to orders for Federal Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK:

--	--	--	--	--	--	--	--	--

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

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NOTE: Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below. Total space available for information entered in (c) OR (d) is 153 characters.

(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

If this document contains DoD partial small business set-aside items in the Schedule, the evaluation preference described in the following clause is not applicable to the non-set-aside portion of those DoD items, or to the unreserved portion of items partially reserved for contracting with the SBA under the 8(a) program. (The evaluation preference never applies to any items paid for by Federal Civil Agencies.)

1240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1998)

(a) **DEFINITIONS.** As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) **EVALUATION ADJUSTMENT.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) **WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

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I240.01 CONT'D

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)

K1.01-8 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT I) (OCT 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is _____.

(2) The small business size standard is _____.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) **REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in subparagraph (b)(1) of this provision.)

The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

K1.01-8 CONT'D

- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) DEFINITIONS.

(1) **Small business concern**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(2) **Woman-owned small business concern**, as used in this provision, means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alt I)

**K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)
(ALT I)**

(a) DEFINITIONS. As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).

(i) TAXPAYER IDENTIFICATION NUMBER (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. _____

K1.01-9 CONT'D

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name_____

TIN_____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is

☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

☐ is

☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

K1.01-9 CONT'D

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

AVERAGE ANNUAL GROSS
REVENUES

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

K1.01-9 CONT'D

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has
- ☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- ☐ has
- ☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file
- ☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

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K1.01-9 CONT'D

[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)**

K1.01-9 CONT'D

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have or

[] Have not,

K1.01-9 CONT'D

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/AltI)

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)
(DFSC MAY 1997)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and SDB evaluation preference line items only. To be eligible for either of these, the representation must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. Failure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these types of programs.

(b) The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

K1.06 CONT'D

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) DEFINITIONS.

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

K5 CONT'D

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)

(a) **FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) **ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

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K85 CONT'D

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DFSC JUN 1997)

[] **Check here if not subcontracting with a transportation company in the performance of any resultant contract.**

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

ITEM	CODE	LOCATION	STATE	GALLONS	BAS REF
B34	08	BEDFORD PARK	IL	88,500	0.5118
B34	67	BEDFORD PARK	IL	160,000	0.4922
B34	68	BEDFORD PARK	IL	186,000	0.4386
B88	07	CAROL STREAM	IL	375,000	0.5470
B88	67	CAROL STREAM	IL	375,000	0.4922
B88	68	CAROL STREAM	IL	375,000	0.4386
B22	24/28	CHAMPAIGN	IL	72,000	0.4191
B25	8	CHICAGO	IL	759,500	0.5118
B28	681	CHICAGO	IL	1,700,000	0.4386
B28	682	CHICAGO	IL	1,300,000	0.4386
B29	08	CHICAGO	IL	190,000	0.5118
B29	67	CHICAGO	IL	254,000	0.4922
B29	68	CHICAGO	IL	254,000	0.4386
B30	08	CHICAGO	IL	100,000	0.5118
B30	67	CHICAGO	IL	60,000	0.4922
B30	68	CHICAGO	IL	60,000	0.4386
86	13	CHICAGO	IL	56,000	0.4386
B26	08	CHICAGO	IL	82,500	0.5118
B26	67	CHICAGO	IL	35,000	0.4922
B26	68	CHICAGO	IL	75,000	0.4386
B38	24/28	DANVILLE	IL	110,000	0.4191
B38	46	DANVILLE	IL	50,000	0.4224
B38	67	DANVILLE	IL	61,000	0.4922
91	13	EAST ST. LOUIS	IL	30,000	0.4415
B46	24/28	EAST ST. LOUIS	IL	126,500	0.4320
B52	08	EVANSTON	IL	150,000	0.5118
B55	08	FOREST PARK	IL	60,000	0.5118
B55	67	FOREST PARK	IL	97,500	0.4922
B55	68	FOREST PARK	IL	225,000	0.4386
512	67	FT. SHERIDAN	IL	75,000	0.4922
B58	07	GLEN ELLYN	IL	102,450	0.5470
006	12	GRANITE CITY	IL	13,500	0.4938
006	13	GRANITE CITY	IL	23,000	0.4415
006	24/28	GRANITE CITY	IL	50,000	0.4320
006	46	GRANITE CITY	IL	90,000	0.4224
505	08	GREAT LAKES	IL	45,000	0.5118
505	67	GREAT LAKES	IL	36,000	0.4922
505	68	GREAT LAKES	IL	36,000	0.4386
518	70	GREAT LAKES	IL	210,000	0.4224
510	08	GREAT LAKES	IL	600,000	0.5118
510	46	GREAT LAKES	IL	73,500	0.4224
510	55	GREAT LAKES	IL	162,000	0.325067
510	67	GREAT LAKES	IL	105,000	0.4922
510	68	GREAT LAKES	IL	150,000	0.4386
B61	08	HINES	IL	300,000	0.5118
B61	46	HINES	IL	300,000	0.4224
B61	70	HINES	IL	90,000	0.4224

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

19	13	MARION	IL	30,000	0.4606
B70	19/26	MARION	IL	45,000	0.4958
B70	24/28	MARION	IL	45,000	0.4550
B70	70	MARION	IL	51,000	0.4289
21	13	MARSEILLES	IL	50,000	0.4386
B79	08	NORTH CHICAGO	IL	150,000	0.5118
B79	67	NORTH CHICAGO	IL	30,000	0.4922
101	13	NORTH RIVERSIDE	IL	65,000	0.4386
B72	24/28	PEKIN	IL	72,000	0.4191
760	13	PEORIA	IL	48,000	0.4386
51	34	ROCK ISLAND	IL	100,000	0.4224
31	24/28	ROCK ISLAND	IL	150,000	0.4191
31	83	ROCK ISLAND	IL	50,000	0.4386
31	86	ROCK ISLAND	IL	50,000	0.4922
36	12	SAVANNA	IL	60,000	0.4922
36	24/28	SAVANNA	IL	60,000	0.4191
36	46	SAVANNA	IL	154,000	0.4224
36	54	SAVANNA	IL	780,000	0.323651
750	131	SCOTT AFB	IL	110,000	0.4415
750	132	SCOTT AFB	IL	280,000	0.4415
750	24/28	SCOTT AFB	IL	320,000	0.4320
111	13	SPRINGFIELD	IL	85,000	0.4386
765	13	SPRINGFIELD	IL	80,000	0.4386
765	24/28	SPRINGFIELD	IL	75,000	0.4191
765	46	SPRINGFIELD	IL	40,000	0.4224
C01	19/26	AMES	IA	83,250	
121	13	BOONE	IA	31,800	0.4654
131	12	CEDAR RAPIDS	IA	33,000	0.5287
131	13	CEDAR RAPIDS	IA	46,500	0.4654
136	13	CHARITON	IA	33,300	0.4654
141	13	COUNCIL BLUFFS	IA	40,000	0.4654
C16	24/28	COUNCIL BLUFFS	IA	72,000	0.4615
144	13	DAVENPORT	IA	58,000	0.4654
770	12	DES MOINES	IA	26,000	0.5287
770	13	DES MOINES	IA	28,000	0.4654
770	24/28	DES MOINES	IA	57,000	0.4615
146	12	FAIRFIELD	IA	36,000	0.5287
146	13	FAIRFIELD	IA	84,000	0.4654
151	13	FORT DODGE	IA	35,300	0.4654
C41	46	IOWA CITY	IA	45,000	0.4602
161	12	JOHNSTON	IA	128,000	0.5287
161	13	JOHNSTON	IA	304,200	0.4654
166	12	MASON CITY	IA	39,000	0.5287
166	13	MASON CITY	IA	80,000	0.4654
C51	24/28	MISSOURI VALLEY	IA	25,000	0.4615
C51	46	MISSOURI VALLEY	IA	36,000	0.4602
171	12	RED OAK	IA	36,000	0.5287
171	13	RED OAK	IA	55,500	0.4654
775	12	SERGEANT BLUFF	IA	60,000	0.5287

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

775	24/28	SERGEANT BLUFF	IA	54,000	0.4615
176	13	SIOUX CITY	IA	38,100	0.4654
181	13	WATERLOO	IA	34,800	0.4654
780	12	ALPENA	MI	45,000	0.5088
780	13	ALPENA	MI	120,000	0.4542
D05	24/28	ANN ARBOR	MI	180,000	0.4531
785	12	BATTLE CREEK	MI	75,000	0.4922
785	24/28	BATTLE CREEK	MI	45,000	0.4191
D33	24/28	BATTLE CREEK	MI	37,500	0.4191
D33	67	BATTLE CREEK	MI	67,500	0.4922
D19	24/28	DETROIT	MI	375,000	0.4531
D19	67	DETROIT	MI	319,800	0.5088
D19	68	DETROIT	MO	372,900	0.4542
D41	22/27	DOLLAR BAY	MI	30,000	0.5388
D41	70	DOLLAR BAY	MI	30,000	0.4284
231	12	GRAYLING	MI	500,000	0.5088
231	24/28	GRAYLING	MI	60,000	0.4531
D45	28	HOUGHTON	MI	40,000	0.4415
D45	68	HOUGHTON	MI	250,000	0.4440
261	12	LANSING	MI	55,000	0.5088
D53	24/28	LIVONIA	MI	180,000	0.4531
D55	24/28	MILAN	MI	75,000	0.4531
D56	24/28	MONROE	MI	60,000	0.4531
790	131	SELFREDGE ANG BASE	MI	40,000	0.4542
790	132	SELFREDGE ANG BASE	MI	324,000	0.4542
790	19/26	SELFREDGE ANG BASE	MI	300,000	0.4867
790	46	SELFREDGE ANG BASE	MI	150,000	0.4578
D79	67	TROY	MI	130,000	0.5088
D79	68	TROY	MI	260,000	0.4542
D83	24/28	WESTLAND	MI	210,000	0.4531
E07	43	CASS LAKE	MN	45,000	0.5268
E09	24/28	DULUTH	MN	170,000	0.5361
805	12	DULUTH	MN	57,880	0.5268
805	13	DULUTH	MN	25,360	0.4777
805	24	DULUTH	MN	57,000	0.5361
E11	24/28	DULUTH	MN	40,500	0.5361
E19	22/27	INTERNATIONAL FALLS	MN	72,000	0.5423
E21	22/27	INTERNATIONAL FALLS	MN	63,000	0.6163
311	12	LITTLE FALLS	MN	382,850	0.5194
311	13	LITTLE FALLS	MN	656,800	0.4714
311	24/28	LITTLE FALLS	MN	112,460	0.5243
810	12	MINNEAPOLIS	MN	155,000	0.5194
810	13	MINNEAPOLIS	MN	100,000	0.4714
810	24/28	MINNEAPOLIS	MN	110,000	0.5243
E29	24/28	MINNEAPOLIS	MN	210,000	0.5243
E29	67	MINNEAPOLIS	MN	175,000	0.5194
E29	68	MINNEAPOLIS	MN	1,700,000	0.4714
E33	19/26	MINNEAPOLIS	MN	36,000	0.5431
E35	24/28	MINNEAPOLIS	MN	170,000	0.5243

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

E45	46	RED LAKE	MN	430,000	0.4675
E48	24/28	ROCHESTER	MN	54,000	0.5243
E49	46	ST. CLOUD	MN	150,000	0.4557
E61	68	ST. PAUL	MN	80,000	0.4714
E51	24/28	ST. PAUL	MN	240,000	0.5243
E51	67	ST. PAUL	MN	324,000	0.5194
E51	68	ST. PAUL	MN	530,000	0.4714
E68	24/28	WASECA	MN	54,100	0.5243
815	12	CAMP DOUGLAS	WI	75,000	0.5051
815	13	CAMP DOUGLAS	WI	600,000	0.4603
815	24/28	CAMP DOUGLAS	WI	450,000	0.4522
316	24/28	FORT MCCOY	WI	480,000	0.4522
F12	24/28	GRAND MARSH	WI	65,000	0.4522
820	12	MADISON	WI	60,000	0.4922
820	24/28	MADISON	WI	51,000	0.4191
F26	24/28	MADISON	WI	237,000	0.4191
F26	68	MADISON	WI	175,500	0.4386
F66	08	MILWAUKEE	WI	100,000	0.5168
825	08	MILWAUKEE	WI	50,000	0.5168
825	12	MILWAUKEE	WI	60,000	0.4804
825	13	MILWAUKEE	WI	35,000	0.4440

PRICE DATA SHEET
FOR THE PRICE EVALUATION ADJUSTMENT
 To be completed by SDBs only
 and in accordance with Clause I174.01.

IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the offer ineligible for the evaluation preference.

COMPANY NAME:		BASE REFERENCE DATE (SEE CLAUSE B19.19): 26 OCTOBER 1998
BIDDER CODE:	CAGE CODE:	AUTHORIZED SIGNATURE:

- ° Bid prices should exclude Federal excise and state motor fuels taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° Bid prices should include the amounts covered the Superfund Amendments and Reauthorization Act (SARA).
- ° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

******* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *******

ITEM NO.	BID PRICE (\$PER GAL) (SEE CL L44)	DISCOUNT %: % PER ____ DAYS CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.16 (For Domestic IFBs)
 May 91. Supersedes Mar 91 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

OFFEROR:

IFB NO.: SP0600-99-B-5000

NOTE: If a plant or division wide Master Plan is being incorporated by reference, indicate by "X" and complete Parts I and IV only. ☐

Note: Continue on Separate Sheets if necessary.

Date of Plan _____
(Copy of Master Plan and evidence of approval by the Government Contract Administration Office required.)

PART I SUBCONTRACTING GOALS:

- A. Total Dollars Planned to be Subcontracted: \$ _____
- B. Total Dollars Planned to be Subcontracted to Small Business Concerns: \$ _____
- C. Total Dollars Planned to be Subcontracted to Small Disadvantaged Business Concerns: \$ _____
- D. Percentage of Total Subcontracting Dollars for the use of Small Businesses: _____ %
- E. Percentage of Total Subcontracting Dollars for the use of Small Disadvantaged Businesses: _____ %

F. Method Used to Develop These Goals:

G. Were indirect costs included in establishing these goals?

Yes ☐ No ☐

If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, and (2) small disadvantaged business concerns:

H. Principal Types of Supplies and Services to be Subcontracted:

(Indicate types planned for subcontracting to (i) small business and (ii) small disadvantaged business concerns.)

PART II - SUBCONTRACTING PROCEDURES:

A. Name of individual who will administer the offeror's subcontracting program: _____
Brief description of duties:

B. Methods Used to identify potential sources for solicitation purposes:
(indicate "X" those that apply)

_____ Existing Company source lists

OTHER: _____

_____ SBA Procurement Automated Source System (PASS)

_____ National Minority Purchasing Council Vendor Information Service

_____ Dept. of Commerce Minority Business Development Agency

_____ Small and Small Disadvantaged Business Trade Associations

C. Methods used to assure that small and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts:

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (CONTINUED)

PART III - SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan are enacted:
(Indicate acknowledgment and compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation for bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns. ☐
- B. Contractor will make reasonable effort to give all small business and small disadvantaged business concerns an opportunity to compete over a period of time, where lists of potential subcontractors are excessively long. ☐
- C. Contractor will provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions. ☐
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms. ☐
- E. Contractor will provide notice to subcontractors concerning penalties for misrepresentation of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Plan. ☐
- F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (Latest Revision) contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan. ☐
- G. Contractor will cooperate in any studies or surveys as may be required. ☐
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan. ☐
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms. ☐
- J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295. ☐
- K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan:
 - 1. Source lists, guides, and other data that identify small and small disadvantaged business concerns; ☐
 - 2. Organizations contacted in an attempt to locate sources that are small or small disadvantaged concerns; ☐
 - 3. For each subcontract solicitation resulting in an award of more than \$100,000 –
 - a. Indication whether small business concerns were solicited, and if not, why not; ☐
 - b. Indication whether small disadvantaged concerns were solicited, and if not, why not; ☐
 - c. If applicable, the reason award was not made to a small business concern; ☐
 - 4. Any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small and small disadvantaged business sources. ☐
 - 5. Internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements. ☐
 - 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. ☐

PART IV OFFEROR'S SIGNATURE:

TYPED NAME
TITLE

DATE

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
(See Instructions on Reverse)

Form Approved
OMB No. 0704-0225
Expires Apr 30, 1995

Public reporting burden for this collection of information is estimated to average 7 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0704-0225), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to address on reverse.

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. TYPE A	a. CAO		
b. TYPE F	b. ADP		

2. INITIATOR

a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.
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SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM

a. NAME (Include Branch of, Division of, etc.)	b. ADDRESS (Street, City, State and Zip Code)
c. CAGE CODE (If previously assigned)	

2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)

3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)

- | |
|---|
| a. NONE |
| b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper) |
| c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper) |

4. PRIMARY BUSINESS CATEGORY (X one)	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES
a. MANUFACTURER	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM	7. WOMAN OWNED BUSINESS (X one)
b. DEALER/DISTRIBUTOR	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM	a. YES
c. CONSTRUCTION FIRM	c. NOT DISADVANTAGED SMALL BUSINESS FIRM	b. NO
d. SERVICE COMPANY		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)
e. SALES OFFICE		a. PRIMARY
f. OTHER (Specify)		b. OTHER (Specify)

9. REMARKS

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
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